# SHORT TERM RENTAL AGREEMENT

INITIAL DEPOSIT OF MONEY SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS AGREEMENT. BY MAKING PAYMENT TO VRBO OR AFILLIATED AGENCY, **GUEST** ACKNOWLEDGES THAT THE FOLLOWING AGREEMENT HAS BEEN READ AND WILL BE ABIDED BY **GUEST**. **GUEST** ASSUMES ALL RESPONSIBILITIES FOR ADHEREANCE TO THIS CONTRACT BY ALL MEMEBERS OF THE RENTAL PARTY. FAILURE TO ABIDE BY THIS SHORT-TERM RENTAL AGREEMENT OR RENTAL RULES WOULD CONSTITUTE BREACH OF CONTRACT AND MAY RESULT IN THE FORFEITURE OF PART OR ALL OF PAID OR HELD SECURITY DEPOSIT FUNDS, EVICTION FROM PROPERTY, OR BOTH.

This Short-Term Rental Agreement (the “*Agreement*”) is made by and between Eric & Jean Spenske (aka Marco Island Vacation Villas) (“**Owner**”) and (“***Guest***”) as named on VRBO and/or HomeAway and/or other affiliated agency as of the date payment and through the completion of the rental process including the determination of distribution of the Security Deposit. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:
	1. Lighthouse Ct. or Moon Ct, Marco Island, Florida, 34145. The exact address of the home will be revealed after the first reservation payment is made.
	2. The property is furnished and includes all items listed in the VRBO listing as well as many other various convenience items found in most homes across America.
	3. Access to the property will be gained using a secure and unique access code chosen by you prior to arrival. To access the garage, a garage door opener will be left on the kitchen counter for your convenience.
2. Occupancy: The maximum number of overnight occupants is limited to the combined number of adults and children agreed to in the VRBO quote. Only those designated in this agreement as **Guest** and Rental Party shall be allowed overnight occupancy unless written consent of **Owner** is obtained. We have a strict NO PARTY policy. **Guest** is not permitted to access to any rooms, storage areas, or closets that are designated to be exclusively for the use of the **Owner**. At no time shall the home be solely occupied by anyone under 18 years of age. In all instances where a minor occupies the home, an adult must remain on property with them.
3. Term of the Lease.
	1. Arrival Date: As agreed to through the VRBO/HomeAway reservation process or in case of direct booking, through email or other written or electronic communication.
	2. Departure Date: As agreed to through the VRBO/HomeAway reservation process or in case of direct booking, through email or other written or electronic communication.
	3. The lease begins at Check-in time, which is 4:00 p.m. Eastern Time on the Arrival Date and ends at Check-out time, which is 10:00 a.m. Eastern Time on the Departure Date. We reserve the right to extend the Check-in time on the Arrival Date to 6:00 p.m., if necessary, to allow extra time for cleaning or maintenance. Please respect the Check-out time, as it is necessary to turn over the property for the next tenant. Unauthorized late departures may incur an extra charge of $200/hour, with a minimum charge of 1 hour.
4. Rental Party: Prior to occupying the Property, **Guest** will provide the names, ages, and relationships to the **Guest** of all occupants or potential occupants of the Property during the Term of the Lease. Any references/requirements within this agreement made to **Guest** shall also apply to those in the Rental Party and it is the **Guest**’s responsibility to share these policies with other members of the Rental Party.
5. Rental Rules: **Guest** agrees to abide by the **Rental Rules (**attached as **Exhibit A)** and **Pool and Spa Rules (**attached as **Exhibit B)** at all times while at the property and shall cause all members of the Rental Party and anyone else **Guest** permits on the property to abide by said rules at all times while on the property.
6. **Owner** Access: **Guest** shall allow **Owner** or designated representative access to the property for purposes of repair and inspection. **Owner** shall exercise this right of access in a reasonable manner.
7. Rental Rate and Fees

Rental Rate for the Term of the Lease is as stated on the VRBO website plus any applicable taxes and fees also as quoted on VRBO or in the case of direct booking, via Quote/Invoice.

Deposit/1st Payment: A deposit/1st payment to secure the reservation shall be made by the **Guest** and shall be due at time of reservation or as agreed to by **Owner**. Payment of Deposit/1st Payment confirms the reservation for the Term of the Lease.

Full Payment: Balance of Rental Payment, including any agreed to security deposit, shall be paid no later than 60 days prior to the Arrival Date, or as agreed to by the **Owner** as part of the prescribed payment schedule.

Security Deposit/Damage Protection: **Guest** are required to purchase into **Owner**s Property Damage Protection Program for up to $3000 in damage coverage. **Guest** agrees to report any damages that occur during the term of their lease. VRBO will also place a Credit Card hold for Security Deposit of $500 designed to cover incidental damages and/or check out procedure or Rental Agreement/Rental Rules violations. **Owner** shall provide any necessary rationale for any security deposit claims made on **Guest**.

Cleaning Charges: **Guest** will be charged a Cleaning Fee for departure cleaning services. **Guest** agrees to pay any additional cleaning charges incurred as a result of failing to comply Check Out procedures detailed in the Rental Rules.

Cancellation Policy: If **Guest** wishes to cancel his/her reservation, the deposit will be refunded based on the following refund schedule, or as dictated by VRBO cancellation policy.

* 100% refund if cancelled 60 days or more prior to the Arrival Date
* 50% refund if cancelled 30-59 days prior to the Arrival Date
* No refunds will be provided for cancellations in the last 30 days before the Arrival date
* If the **Owner** can re-rent the property for the same time of the Term of the Lease, all payments of rental rates, taxes, security deposit, and fees, less the $250 cancellation fee, will be refunded to the **Guest**.

Travel Insurance: We encourage all renters to purchase traveler insurance.

Payment Method: Acceptable payment methods are included in the VRBO listing. Payments made for reservations made directly with **Owner** can be made through Zelle, Venmo, or other appropriate and viable payment methods.

1. Assignment: **Guest** shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the **Guest** shall be a material breach of this agreement.
2. Noise: In accordance with Marco Island Noise Ordinance 21-14, **Guest** agrees to maintain a quiet and non-disruptive atmosphere. This includes ensuring noise decibel levels do not exceed 68 dBA between 7:00am and 9:00pm or 60dBA between 9:00pm and 7:00am. Penalties for violations can reach up to $5,000.00 and are the sole responsibility of the **Guest.** Additional details and information on this ordinance can be found at <https://www.cityofmarcoisland.com/police/page/noise-ordinance-21-14>
3. Smoking: Smoking is NOT permitted anywhere inside the home or on the lanai/patio and pool area, or on the dock. Smoking is also NOT permitted within 15 feet of any entryway door or open window. Please respect the neighbors as well as the cleanliness of the property and dispose of any extinguished smoking materials properly. A charge of $250 will be assessed to the **Guest** if a violation occurs.
4. Pets: Pets are NOT permitted on the property at any time without the express and advance written consent of the **Owner**. Violation is grounds for immediate termination of your rental including eviction with no refunds.
5. Indemnification: **Guest** agrees to indemnify and hold harmless **Owner** and their agents from claims, suits, or damages of any kind, from or related to any acts or omissions of **Guest**(s) gross negligence. **Guest** also agrees to indemnify and hold harmless **Owner** and their agents from claims, suits, or damages of any kind associated with the use of equipment or amenities included with the home including but not limited to Bikes, Kayaks, Pool, Pool Toys and other Pool equipment, outdoor furniture, dock, boat lift, beach toys, or other similar equipment and or amenities that may be provided on the property by the **Owner** from time to time.
6. Home Maintenance: **Owner** shall be responsible for maintaining the unit unless damage is caused by **Guest** misuse or neglect. **Owner** will order repairs in a timely manner once notification is given by the **Guest**, but **Owner** has no control over the scheduling availability of vendors. Any damages or defective conditions found upon arrival should be reported immediately to **Owner** via phone call or email within one hour of occupancy or if arrival is after 5:00 p.m. before 11:00 a.m. the following morning. Otherwise, repair costs for any pre-existing damages may be charged to the Security Deposit. A check-in checklist will be provided to you electronically prior to your arrival.
7. Amenities Maintenance: **Owner** will make a concerted effort to keep all amenities in good repair and available for **Guest** use. That said, these amenities are not considered part of the base rental agreement and are provided exclusively to improve the enjoyment of the stay in the house. Failure of these amenities to perform is not grounds for refund or cancellation of rental agreement by **Guest**. Amenities include but are not limited to: Grill, Bikes & Accessories, Kayaks & Accessories, Dock Lift, Pool Accessories, Fishing equipment, Lounge Chairs, Pool Table & Accessories, Furniture, & Free-standing appliances. **Owner** also reserves the right to limit **Guest** access to any of these amenities or to remove or replace said amenities at their discretion.
8. Risk of Loss: Personal property of **Guest** and **Guest**’s invitees shall be in the unit at the sole risk of the **Guest**. **Owner** shall not be liable for any damage caused to said personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting/ leaking water pipes.
9. Hazards: It is unknown if there are hazards that affect the premises. **Owner** does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances inside the home can include cleaning chemicals, paint, lawn and garden chemicals, and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills, and other disposal sites, and formaldehyde, foam insulation (UFFI) mold, mildew, and radon gas.
10. Exterminator Services: From time to time, extermination services are conducted on the exterior of the property and various pesticides are in use. Care should be taken by the **Guest**(s) to avoid contact with these pesticides if they were to encounter them.
11. Lawn Care/Landscaping/Fertilizer and Pool Services: From time to time, Lawn Care/Landscaping services and Pool Services will be performed on the property. **Owner** or **Owner**’s agents will make every effort to keep this from disrupting **Guest** during their stay. However, **Guest** agrees that a disruption typical to the performance of these services is no reason for refund or cancellation of this agreement.
12. Radon Gas: Radon Gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **Owner** makes no representation about the existence of radon gas on the subject Premises.
13. Construction: **Owner** hereby informs **Guest** that there may be construction occurring nearby resulting in activities and noise normally associated with construction. **Guest** acknowledges that **Owner** has no control over said activities and agrees that it is no reason for refund or cancellation of this agreement after check in date. **Owner** will endeavor to inform **Guest** of any activities known to **Owner** prior to check in.
14. Illegal Endeavors: **Guest** or anyone in Rental Party found engaging in any illegal behaviors on the property during the Term of the Lease, will be immediately reported to local Police authorities and may be subject to eviction and immediately denial of continued occupancy of the property. Illegal behaviors/acts include but are not limited to illegal drug use, under-age alcohol consumption, fireworks, loitering, disturbing the peace, etc.
15. Video Cameras: The **Owner** regularly uses devices including video security cameras and noise monitoring devices to monitor the exterior of the property, including property entrances and the dock, and uses these cameras to enforce policies outlined in this agreement. **Guest** acknowledges the presence of these devices and agrees to NOT tamper with them or the equipment that operates them or cover them in any way or at any time.
16. Attorney Fees: Should it become necessary for **Owner** or broker to employ an attorney to enforce the terms and conditions of this agreement, **GUEST** SHALL be responsible for all cost and attorney’s fees.

**GUEST** ACKNOWLEDGES AND ASSERTS THAT THIS IS NOT THEIR SOLE RESIDENCE, AND **GUEST** INTENDS THIS OCCUPANCY TO BE TEMPORARY AND TRANSIENT. **GUEST** ACKNOWLEDGES FLORIDA STATUTE CHAPTER 509 WILL APPLY AND REGULATE THE OCCUPANCY.

***Applicable MARCO ISLAND CITY and STATE OF FLORIDA ORDINANCES:***

*In no case shall the maximum total occupancy for any dwelling unit exceed the limits permitted by the Florida Fire Prevention Code or Florida Building Code.The maximum overnight tenant occupancy load of any unit shall not exceed two (2) persons for each bedroom, as bedroom is defined under the Florida Building Code, in the rental unit, plus two (2) persons. No parking on swales, and vehicles may not block sidewalks.*

*Noise levels must be kept to a minimum especially during the hours of 10pm and 7am. The use of fireworks is not permitted.For further detail of our city ordinances please visit.*

[| Code of Ordinances | Marco Island, FL | Municode Library](https://library.municode.com/fl/marco_island/codes/code_of_ordinances)

# Exhibit A

**RENTAL RULES & INFORMATION**

Our policies are designed to ensure an enjoyable experience for all our guests. We own the home you are renting and regularly stay in it ourselves and with our family. The home you are renting is in a residential community, not a resort community.

Because Marco Island is a residential community, vacation homes are not to be used as gathering places/party houses. Guests shall not make or permit any activities or disturbing noises that will interfere with the rights, comforts or convenience of other residents. No musical instruments, musical device, television or radio or other sound amplifier shall be played or operated in such a manner as to disturb any other resident. The volume as to the foregoing shall be lowered from 9 PM to 7 AM each day. In the case of family reunions, weddings or other events, please make arrangements to have your social gatherings at a restaurant, park or other public venue.

Smoking: As mentioned in the agreement, Smoking is NOT permitted anywhere inside the home or on the lanai/patio and pool area, or on the dock. Smoking is also NOT permitted within 15 feet of any entryway door or open window. Please respect the neighbors as well as the cleanliness of the property and dispose of any extinguished smoking materials properly. **A charge of $250 will be assessed to the Guest if a violation occurs.**

Electrical Usage/Air Conditioning Controls: **Guest** will have the ability to control the inside temperature of the home using the thermostat. **Owner** reserves the right to adjust thermostat at any time if **Guest** appears to be over-cooling the property (setting the thermostat target temperature below 72 degrees). **Owner** also reserves the right to set and lock the target temperature to 72 degrees if **Guest** violates any of the above rules. **Guest** may request cooler temperatures but may be required to pay a fee for said adjustments as agreed to by **Owner** and **Guest**.

Furnishings & Appliances: Please keep the property and all furnishings in good order and only use appliances and other furnishings for their intended uses. **Guest** may not make any changes to the unit and must replace all furniture back to its original placement (if moved), including outdoor tables & chairs. No furnishings, appliances, or other accessories should be removed from the property at any time.

Cable/Internet: **Guest** is responsible for all add-on Cable services. **Guest** agrees to allow payment of add-on cable costs to be deducted from the security deposit. Please also note that **Guest** will be charged for any movies purchased via cable/streaming services REGARDLESS of who in the rental party purchased them. Wi-Fi Internet access is also included in your rental fee. An access code/password will be provided to you upon arrival.

Parking: Parking is limited to two vehicles. Vehicles are to be parked in designated parking areas (Driveway or Garage) only. Overnight parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle **Owner**. In accordance with City Ordinances, No boats, trailers, motor homes, commercial vehicles, or motorcycles shall be permitted on the premises, or adjoining lots. Parking is not authorized in any swales or across sidewalks. Marco Island Civic Enforcement regularly and without haste, will ticket any vehicles violating these policies.

Housekeeping: There is no daily housekeeping service. While linens and bath and pool towels are included in the unit, daily maid service is not included in the rental rate. If you would like beach towels, you should bring your own or purchase inexpensive beach towels from one of many stores located on the island. We respectfully ask that you do not take the bath or pool towels from the property.

Trash and Recycling: All trash must be properly disposed of throughout your stay so it does not build up inside the home. Please us provided trash bags or if necessary used grocery bags. Please use the garbage disposal to dispose of food materials. Garbage is collected twice a week so there should be no excess upon departure.

Trash and recycling may not be left out by the curb for pick-up until 6 PM on the evening before the scheduled pick-up day with all refuse containers removed thereafter by 7 PM that evening. **Trash pickup is Monday and Thursday mornings. Recycling pickup is Thursday mornings**.

Check-in Checklist: **Owner** will provide **Guest** a Check-in Checklist. Any damage or cleaning issues noticed upon arrival while reviewing checklist should be reported to the **Owner** immediately. If damage or cleaning issues are not reported within 3 hours of your arrival, the **Owner** will assume that the property has been accepted by the **Guest** as is and considered to be in good repair. All general maintenance issues occurring throughout the week should also be reported to the **Owner** so the unit can be kept in good repair during your stay. You must also contact the **Owner** to address any cleaning issues within 3 hours of your arrival. You will not incur any additional charges/deductions from your security deposit if the following items are adhered to:

* No damage is done to the unit or its content including the linens
* No items are missing upon the inventory check
* All debris, garbage and discards are placed in proper containers
* All soiled dishes are placed in the dishwasher
* There was no exceeding the maximum occupancy of the unit
* There was no smoking or evidence of smoking in this non-smoking home
* Home is left in neat condition

Repairs: Please notify us immediately if you discover any item that needs the attention of our maintenance handyman. Appliances, air conditioners, TVs, etc. occasionally malfunction. While we cannot guarantee them to perform 100% of the time, we will attempt to correct the problem as soon as possible during normal business hours. There will be no refunds provided due to any inconveniences related to minor repairs.

Bikes: WHEN RIDING BIKES ON ROADS, YOU SHOULD ALWAYS WEAR A HELMET AND OBEY ALL TRAFFIC LAWS. BIKES ARE THERE FOR THE EXCLUSIVE USE OF **GUEST** AND RENTAL PARTY. Bikes are a key amenity of the Marco Island Vacation Villas vacation rental experience. Every effort will be made to keep the bikes in proper working condition. The **Guest** is expected to be able to make small repairs/adjustments to the bikes to make them ride able and safe. These repairs/adjustments include but are not limited to pumping up tires, adjusting seats and handlebars, checking brakes, etc. If you feel you are not qualified to assess the safety and ride ability of the Bikes, you should not use them. Using the Bikes constitutes your acceptance of their condition for ride ability and safety. While some helmets may be available for use on the property, the lack of enough helmets should not be seen as an endorsement to not have to wear them. If you want to be sure to have a bike helmet, you should bring your own or purchase one/them from a local retailer.

Kayaks: KAYAKS ARE NOT TOYS. Significant care should be taken if you choose to use them. Any use of the Kayaks constitutes that you indemnify the **Owner** of any injury or death in the process of using said Kayaks and assume full responsibility for all aspects of the use of the kayaks, including determining seaworthiness, safety, etc. If you deem the Kayaks are not safe for operation, you should not use them. If you use the Kayaks, you may store them on the dock or near the seawall during the duration of your stay but return them to the garage at the end of your stay. Please utilize the hose by the dock or near the driveway to spray off the kayaks prior to returning them to the garage.

Boat Dock/Pier: **Owner**s have provided at least 4 adult life jackets. If children are going to be around or on the dock/pier/seawall area, please bring your OWN child life jackets. The area behind the home is still part of the ocean…jellyfish and other sea creatures have been spotted in the water…no swimming. The dock and lift are provided for the convenience of launching kayaks only. A remote control for the lift is included or you can use the manual controls. Please do not lose the remote control. A charge of $100 will be deducted from the security deposit for a lost lift remote.

Children under 18 years of age must be accompanied by an adult while on the dock/pier. Playing on, running, or swimming from the dock/pier is prohibited. Nothing is to be dumped/thrown from dock/pier. Examples include garbage, food containers, fuel or oil, sanitary waste, etc.

We live with nature which includes gulls, ducks, geese, and if you’re lucky an occasional Pelican or Manatee. No motorized launching of watercraft from the dock area is allowed. Outdoor fires are NOT allowed anywhere on the property.

Owners Property: There may be from time to time, other items in the home that are for the express use of the **Owner**, even though they may not be locked or hidden away. Those items will be identified prior to your arrival and are not part of the rental. This includes the paddle boards in the garage.

Check-Out Check List: **Guest** shall clean all dishes and remove all food from the premises upon check-out. All garbage must be bagged and placed in appropriate garbage receptacles. Dishwasher should be started if full of dirty dishes. Beds should be stripped of all sheets and pillowcases and bundled at the end of each bed for cleaners to begin laundry. All towels except one per occupant should be laundered and replaced in their appropriate closets/bathroom prior to departure. Dirty towels should be put into a dirty clothes basket and placed on the Washing Machine. If the **Owner** or **Owner**’s agent determines that excessive dirt is present or if excessive laundry needs to be completed, **Guest** will be held responsible for any additional cleaning charges at a rate or $50/hour of excess cleaning required.

Weather and Storms: Storms in Marco Island can be very dangerous and should be taken seriously. Significant lightning and flooding from heavy rains are not uncommon, even when not in what they call “Hurricane Season”.

We do not refund rents or deposits lost due to cancelled or shortened stays because of weather. Departures due to inclement weather do not warrant refund of rent. We suggest Vacation Travel Insurance during the hurricane seasons.

A refund of Rental Rate and associated taxes and fees will be given in the following cases:

The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or a "mandatory evacuation order has been given for a Tropical Storm/Hurricane Warning" in the area of residence of a vacationing **Guest**.

The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

* Any unused portion of rent from a **Guest** currently registered,
* Any unused portion of rent from a **Guest** that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
* Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

# Exhibit B

**POOL AND SPA RULES**

The swimming pool and SPA (if applicable) is one of the great features of the Marco Island Vacation Villas vacation home experience. Properly maintaining these is equally important. General Swimming Pool and Spa maintenance is the responsibility of the **Guest**. The following are maintenance elements and general rules:

Pool/Water Testing/Maintenance: During your stay, a representative from Islander Pool Service will stop by to clean and skim the pool as well as check to make sure the chemicals are properly balanced. This visit generally occurs on Mondays or Tuesdays, but could end up one day earlier or later.

Pool Water Level: Please fill the pool with the provided hose as necessary. The level of the water should be roughly within 2-3 inches of the top of the pool. Please use the timer on the faucet to ensure that you do not over-fill the pool. In the Winter/Spring season when the pool heater is on and the air is dry, the water will evaporate more quickly. Therefore, you will likely need to fill the pool daily.

Pool Water Temperature: The following are the rules regarding pool heater usage:

Summer/Fall Season (May 1St – Oct 31st): Pool heater is turned off as generally achieving a comfortable water temperature is simple due to the high day time air temperatures.

Winter/Spring Season (Nov 1st – April 30th): Pool heater will be set to 87 degrees. The pool heater will run from 8:00AM to 6:00PM daily as needed. This in no way guarantees that the pool water temperature will reach the targeted level as cooler temperatures and rain can quickly cool the water. Cost of heating the pool to 87 degrees is included in the base rental rate. If you wish to heat the pool to a warmer temperature than 87 degrees, contact the **Owner** and temperature adjustments will be made remotely. The cost of increasing the pool temperature is $10/day per each additional degree of temperature. We respectfully request that you do not adjust the pool settings as they are controlled remotely by the **Owner**. If you have a question or request, please contact the **Owner** directly. Any local adjustments made to the pool heater settings will be considered an agreement to the above conditions, and **Guest** will be charged accordingly.

Spa (Lighthouse property only): The following are the rules regarding the operation and water temperature of the Spa:

The Spa can be heated separately from the Pool. The Spa temperature is set at 100 degrees. All Spa features are available on the controls next to the Spa and will be marked and operation instructions provided prior to check in.

# IMPORTANT: Children and the elderly should not use the Spa and NO children are permitted in the Spa at any time without adult supervision. When using the Spa, remember there is a certain health risk associated with this facility. Use at your own risk.